

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
CENTRAL DIVISION

HEWLETT-PACKARD COMPANY,
and HEWLETT-PACKARD
DEVELOPMENT COMPANY, L.P.,

Plaintiffs,

v.

Civil Action No.: 05-CV-40153 (FDS)

ICL NETWORK SOLUTIONS (HK)
LIMITED and C2C TECHNOLOGY, INC.

Defendants

**DEFENDANT ICL NETWORK SOLUTIONS (HK) LIMITED'S
ANSWER TO PLAINTIFFS' FIRST AMENDED
COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES**

Defendant, ICL Network Solutions (HK), Limited ("ICL Network Solutions"),
answers the numbered paragraphs of the First Amended Complaint as follows:

1. ICL Network Solutions denies the allegations in paragraph 1 of the Amended Complaint.
2. ICL Network Solutions denies the allegations in paragraph 2 of the Amended Complaint.
3. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Amended Complaint and therefore denies the same.

4. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Amended Complaint and therefore denies the same.

5. ICL Network Solutions admits the allegations in paragraph 5 of the Amended Complaint.

6. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 of the Amended Complaint and therefore denies the same.

7. ICL Network Solutions admits that this Court has subject matter jurisdiction under the cited statutes but denies wrongful acts have occurred.

8. ICL Network Solutions denies the allegations in paragraph 8 of the Amended Complaint.

9. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Amended Complaint and therefore denies the same.

10. ICL Network Solutions denies the allegations in paragraph 10 of the Amended Complaint.

11. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 of the Amended Complaint and therefore denies the same.

12. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Amended Complaint and therefore denies the same.

13. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Amended Complaint and therefore denies the same.

14. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 of the Amended Complaint and therefore denies the same.

15. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15 of the Amended Complaint and therefore denies the same.

16. ICL Network Solutions denies the allegations in paragraph 16 of the Amended Complaint.

17. To the extent the allegations in paragraph 17 refer to acts of ICL Network Solutions, ICL Network Solutions admits the allegations in paragraph 17 of the Amended Complaint.

18. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 of the Amended Complaint and therefore denies the same.

19. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 of the Amended Complaint and therefore denies the same.

20. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 of the Amended Complaint and therefore denies the same.

21. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 of the Amended Complaint and therefore denies the same.

22. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22 of the Amended Complaint and therefore denies the same.

23. ICL Network Solutions denies the allegations in paragraph 23 of the Amended Complaint.

FIRST CLAIM FOR RELIEF
(Trademark Counterfeiting)
(15 U.S.C. §1116(d)(1)(B))

24. ICL Network Solutions incorporates by reference its responses to paragraphs 1-23 as if set forth here in full.

25. ICL Network Solutions denies the allegations in paragraph 25 of the Amended Complaint.

26. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26 of the Amended Complaint and therefore denies the same.

27. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27 of the Amended Complaint and therefore denies the same.

28. ICL Network Solutions denies the allegations in paragraph 28 of the Amended Complaint.

29. ICL Network Solutions denies the allegations in paragraph 29 of the Amended Complaint.

30. ICL Network Solutions denies the allegations in paragraph 30 of the Amended Complaint.

31. ICL Network Solutions denies the allegations in paragraph 31 of the Amended Complaint.

32. ICL Network Solutions denies the allegations in paragraph 32 of the Amended Complaint.

33. ICL Network Solutions denies the allegations in paragraph 33 of the Amended Complaint.

34. ICL Network Solutions denies the allegations in paragraph 34 of the Amended Complaint.

35. ICL Network Solutions denies the allegations in paragraph 35 of the Amended Complaint.

36. ICL Network Solutions denies the allegations in paragraph 36 of the Amended Complaint.

37. ICL Network Solutions denies the allegations in paragraph 37 of the Amended Complaint.

SECOND CLAIM FOR RELIEF
(Infringement of Registered Mark)
(15 U.S.C. §1114)

38. ICL Network Solutions incorporates by reference its responses to paragraphs 1-37 as if set forth here in full.

39. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 of the Amended Complaint and therefore denies the same.

40. ICL Network Solutions denies the allegations in paragraph 40 of the Amended Complaint.

41. ICL Network Solutions denies the allegations in paragraph 41 of the Amended Complaint.

42. ICL Network Solutions denies the allegations in paragraph 42 of the Amended Complaint.

43. ICL Network Solutions denies the allegations in paragraph 43 of the Amended Complaint.

44. ICL Network Solutions denies the allegations in paragraph 44 of the Amended Complaint.

THIRD CLAIM FOR RELIEF
(Unfair Competition and False Designation of Origin)
(15 U.S.C. §1125(a))

45. ICL Network Solutions incorporates by reference its responses to paragraphs 1-44 as if set forth here in full.

46. ICL Network Solutions denies the allegations in paragraph 46 of the Amended Complaint.

47. ICL Network Solutions denies the allegations in paragraph 47 of the Amended Complaint.

48. ICL Network Solutions denies the allegations in paragraph 48 of the Amended Complaint.

49. ICL Network Solutions denies the allegations in paragraph 49 of the Amended Complaint.

50. ICL Network Solutions denies the allegations in paragraph 50 of the Amended Complaint.

FOURTH CLAIM FOR RELIEF
(Common Law Unfair Competition)

51. ICL Network Solutions incorporates by reference its responses to paragraphs 1-50 as if set forth here in full.

52. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 52 of the Amended Complaint and therefore denies the same.

53. ICL Network Solutions is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 53 of the Amended Complaint and therefore denies the same.

54. ICL Network Solutions denies the allegations in paragraph 54 of the Amended Complaint.

55. ICL Network Solutions denies the allegations in paragraph 55 of the Amended Complaint.

56. ICL Network Solutions denies the allegations in paragraph 56 of the Amended Complaint.

57. ICL Network Solutions denies the allegations in paragraph 57 of the Amended Complaint.

58. ICL Network Solutions denies the allegations in paragraph 58 of the Amended Complaint.

FIFTH CLAIM FOR RELIEF
Unfair Practices and Deceptive Acts
(Mass. Gen. Law. c. 93A)

59. ICL Network Solutions incorporates by reference its responses to paragraphs 1-58 as if set forth here in full.

60. ICL Network Solutions denies the allegations in paragraph 60 of the Amended Complaint.

61. ICL Network Solutions denies the allegations in paragraph 61 of the Amended Complaint.

62. ICL Network Solutions denies the allegations in paragraph 62 of the Amended Complaint.

AFFIRMATIVE DEFENSES

First Affirmative Defense

63. The Complaint fails to state any claim upon which relief can be granted.

Second Affirmative Defense

64. Any rights Plaintiffs have are unenforceable by reason of laches, estoppel, or Plaintiffs' unclean hands.

Third Affirmative Defense

65. Any use of Plaintiffs' alleged marks is fair use.

Fourth Affirmative Defense

66. Plaintiffs cannot demonstrate any likelihood of confusion, or that the public has or will be misled or confused as to the source of the goods sold by ICL Network Solutions.

WHEREFORE, ICL Network Solutions respectfully requests that this Court enter judgment against Plaintiffs and for ICL Network Solutions as follows:

- A. That Plaintiffs' Complaint be dismissed, with prejudice, and Plaintiffs take nothing; and
- B. For such other and further relief to ICL Network Solutions as the Court deems just and proper.

Respectfully submitted,

ICL Network Solutions (HK) Limited

By its Attorneys,

/s/ Ann Lamport Hammitte

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Date: December 22, 2005

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was served upon counsel listed below by electronically filing with the Court on December 22, 2005.

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